

NUM 3/27/00

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Department of Commerce  
Patent and Trademark Office

03-07-2000

101317447

U.S. Patent & TMOFc/TM Mail RcptDt. #61

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Scantron Quality Computers, Inc.  
 Individual(s)       Association  
 General Partnership       Limited  
 Corporation-State Georgia Partnership  
 Other:  
 Additional name(s) of conveying party(ies) attached?  
 Yes     No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other

Execution Date: 01/26/00

2. Name and address of receiving party(ies):  
 Name: School Specialty Corporation  
 Internal Address:  
 Street Address: 20200 East Nine Mile Road  
 City: St. Claire Shores State: MI Zip: 48080  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment) Additional names(s) & address(es) attached?  
 Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

Additional numbers attached?

B. Trademark registration No.(s)

2,142,165	2,244,498
2,130,217	2,267,389
2,102,427	
2,242,697	

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nicholas A. Kees  
Godfrey & Kahn, S.C.  
 Internal Address:  
 Street Address: 780 N. Water Street  
 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:.....[ 6 ]

7. Total fee (37 CFR 3.41): .....\$165.00  
 Enclosed  
 Authorized to be charged to deposit account for any deficiencies

8. Deposit account number: 07-1509

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Nicholas A. Kees  
 Name of Person Signing

Nicholas A. Kees  
 Signature

3/7/2000  
 Date

04/12/2000 DNGUYEN 00000284 2142165

Total Number of pages comprising cover sheet: [ 1 ]

01 FC:481 40.00 OP  
02 FC:482 MW391565\_1.DOC 125.00 OP

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TRADEMARK  
REEL: 002048 FRAME: 0671

# TRADEMARK ASSIGNMENT

ASSIGNMENT made this 10<sup>TH</sup> day of DECEMBER, 1999, by and between Scantron Quality Computers, Inc., a Georgia corporation ("Assignor"), located at 20200 East Nine Mile Road, St. Claire Shores, Michigan 48080 and School Specialty Corporation, a Delaware corporation ("Assignee"), located at 20200 East Nine Mile Road, St. Claire Shores, Michigan 48080.

WHEREAS, Assignor has adopted and is using the trademarks set forth below ("Marks"):

<u>MARK</u>	<u>REGISTRATION NO.</u>
EZ-SPEAK	2,142,165
BRIGHTER PATHS	2,130,217
PHOTOGRAPHER	2,102,427
ROLF'S WORD JOURNEY	2,242,697
BRIGHTER PATHS' INTERACTIV ENGLISH	2,244,498
BRIGHTER PATHS' HOMEROOMS	2,267,389

WHEREAS, Assignee is desirous of acquiring the Marks and the goodwill of the business associated therewith, as well as the federal registrations therefor.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the receipt of which is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all its right, title, and interest in and to the Marks and the federal registrations therefor as identified above, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Mark.

Assignor warrants that it has good and valid title to the Marks, including the registrations therefor. Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

**SCANTRON QUALITY COMPUTERS, INC.**



Derwood R. Crocker  
Vice President

State of ~~Michigan~~ <sup>California</sup>  
County of Orange

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) SS:  
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Derwood R. Crocker, being duly sworn, did depose and say this 26<sup>TH</sup> day of JANUARY, 2000, that he is the Vice President of Scantron Quality Computers, Inc.; that he is authorized to execute this Assignment on behalf of said corporation; and that he has read and signed the foregoing Assignment and knows and understands the contents thereof.

Susan Fairfax  
Notary Public

My Commission expires: 1-15-2000